

A RESOLUTION

04- ~~R~~-0771

BY COUNCILMEMBER JIM MADDOX

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO THE APPROPRIATE CONTRACTUAL AGREEMENT WITH CSX TRANSPORTATION REGARDING THE CITY OF ATLANTA'S ACCEPTANCE FOR DEDICATION OF A CERTAIN 8" SANITARY SEWER MAIN AND ASSOCIATED EASEMENTS LOCATED UNDER A PORTION OF CSX TRANSPORTATION RAILROAD IN LAND LOTS 4 & 5, 14FF DISTRICT, ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

**WHEREAS**, the Edwards Financial Group (the "Developer") is constructing a residential development in Land Lots 4 & 5, 14FF District, in the Ben Hill Community of Atlanta, Georgia (the "Development"); and

**WHEREAS**, the Development does not have a necessary sanitary sewer main associated with the subject property; and

**WHEREAS**, the Developer proposes to construct a sanitary sewer under a portion of CSX Transportation Railroad in the City of Atlanta to connect to an existing City of Atlanta sewer line; and

**WHEREAS**, the City of Atlanta Department of Watershed Management has reviewed the Developer's planned sewer extension and has concluded that, as long as the referenced sewer main is constructed in accordance with a building permit issued by the City of Atlanta, and in compliance with City of Atlanta standards, the City of Atlanta will accept dedication of the sewer main and associated easements. A true and correct copy of a related letter from the Department of Watershed Management is attached hereto as Exhibit "A," and

**WHEREAS**, CSX Transportation has approved the Developer's plan related to the proposed sewer main; but requires that the City of Atlanta enter into a Pipeline Crossing Agreement directly with CSX Transportation, specifying the terms of the dedication of sewer main and related easements. A true and correct copy of the proposed Pipeline Crossing Agreement is attached hereto as Exhibit "B," and

**WHEREAS**, the City of Atlanta has determined that the acceptance of the dedication of the proposed sewer main and related easements is in the best interest of the City,

**NOW, THEREFORE, THE COUNCIL FOR THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES AS FOLLOWS:**

Section 1: That the Mayor of the City of Atlanta or her designee is hereby authorized to enter into the Pipeline Crossing Agreement No. CSX-046362 with CSX Transportation.

Section 2: That said Pipeline Crossing Agreement shall, among other things, be conditioned upon acceptance of the sewer main and associated easements by the City of Atlanta Department of Watershed Management.

Section 3: That said Pipeline Crossing Agreement shall be executed in substantially the form of the document attached hereto as Exhibit B.

Section 3: All resolutions or parts of resolutions in conflict with the terms of this resolution are hereby repealed.

**PIPELINE CROSSING CONSTRUCTION AGREEMENT**

THIS AGREEMENT, Made as of November 6, 2003, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and THE EDWARDS FINANCIAL GROUP, INC., a corporation of the State of Georgia, whose mailing address is 7200 Bradford Way, Fairburn, Georgia 30213, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct a pipeline, solely for the transmission of raw/treated sewage, hereinafter called "Pipeline," under or across the track(s) and property owned or controlled by Licensor at or near Ben Hill, County of Fulton, State of Georgia, located at Valuation Station 601+69, Milepost ANB-851.99, Atlanta Terminal Subdivision, hereinafter called the "Crossing," as shown on print of Licensee's Drawing KL046361, dated January 7, 2003, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Licensee's Application Form, dated October 7, 2003, also attached hereto and made a part hereof;

WHEREAS, Licensee proposes to convey or dedicate said Pipeline, after construction thereof, and any rights of Licensee therein, to a public/governmental entity, which will maintain and operate said Pipeline as part of its public or governmental sewer collection, or water treatment or distribution system(s); and

WHEREAS, Licensee has agreed to secure consent of such public/governmental entity to Licensor's Pipeline Crossing Agreement (2037-GA);

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

**1. LICENSE:**

1.1 Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct said Pipeline at the Crossing above.

1.2 The term Pipeline, as used herein, shall include only the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

**2. LICENSE FEE; TERM:**

2.1 Upon execution of this Agreement, Licensee shall pay Licensor a one-time nonrefundable License Fee of FOUR THOUSAND AND 00/100 U.S. DOLLARS (\$4,000.00).

2.2 However, Licensee also assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional taxes and/or assessments levied against Licensor or Licensor's property solely on account of the construction of said Pipeline or use of the Occupancy therefor.

2.3 This Agreement shall be effective upon the date first written above. Term of this Agreement shall be twelve (12) months from the date first written above, subject to the limits of Section 11.2. Further, except as provided in Sections 5.3 and 7.4, this Agreement shall terminate upon completion of Licensee's dedication or conveyance of the Pipeline to the public/governmental entity for the purpose(s) above, and may be revoked by Licensor at any time after Effective Date in event of Licensee's default.

**3. CONSTRUCTION:**

3.1 Licensee shall construct and install said Pipeline in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications), Licensee's particular industry, and/or any governmental body having jurisdiction over the Crossing or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of the material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's track(s).

3.4 In the installation and/or construction of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Neither the failure of Licensor to object to any work done, material used, or method of construction of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.6 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline or Crossing.

3.7 All work on the Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Crossing for such construction, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

#### **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed of Licensor during construction, in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve.

5.2 After construction of Pipeline, Licensee shall:

(A) restore said track(s), roadbed and other disturbed property of Licensor, to a condition satisfactory to Licensor; and

(B) erect and verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.3 Regardless of Licensee's dedication or conveyance of said Pipeline, Licensee shall remain responsible for any subsidence or failure of subjacent or lateral support in the Crossing for a period of three (3) years after completion of construction.

## **6. INTERFERENCE WITH RAIL FACILITIES:**

6.1 If the construction or installation of said Pipeline, in the judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's powerlines, communication, signal or other wires, train control system, or other facilities; or (b) interference in any manner with the operation, maintenance or use by Licensor of its right-of-way, track(s), structures, pole lines, devices, other property, or any appurtenances thereto; then, and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly cease construction and make such changes in its Pipeline as may be required, in the judgment of Licensor, to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

6.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary adjustments to Pipeline construction, which adjustments Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **7. RISK; LIABILITY, INDEMNITY:**

With respect to the relative risks and liabilities of the parties, it is hereby agreed that:

7.1 Licensee hereby assumes, and, at all times during entry and construction, shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever within or adjacent to the Crossing, arising out of, resulting from, or in any way connected with the construction of said Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after construction; irrespective of any joint, sole or contributory fault or negligence of Licensor.

7.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of Licensor's rail operations. Therefore, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Pipeline in, on, over or under the Crossing, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment arising out of Licensor's rail operations. For this Section the term "Licensee's Property" shall include pipe contents as well as property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

7.3 Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the required clearances for any overhead Pipeline or the required depth and encasement for any underground Pipeline, regardless of any contributory negligence or joint fault of Licensor.

7.4 Licensee further assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the construction or use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) subsidence or loss of support as in Section 5.3 above. This Section shall bind Licensee and shall survive any assignment of the rights hereunder or the conveyance or dedication of said Pipeline by Licensee.

7.5 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to officers, agents and employees of Licensor, and to companies and other legal entities that control or are controlled by or subsidiaries of or are affiliated with Licensor, and their respective officers, agents and employees.

7.6 If a claim is made or action is brought against Licensor, for which Licensee may be responsible hereunder in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

## 8. INSURANCE:

8.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the construction phase and until conveyance or dedication by Licensee, at Licensee's sole cost and expense, a policy of Commercial General Liability (CGL) Insurance, naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement during its term. A coverage

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limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is presently recommended as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor prior to cancellation or modification of any policy.

8.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, installation and construction, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

8.3 Licensor may at any time request evidence of insurance purchased by Licensee to comply with this Article, and request that Licensee purchase insurance deemed adequate by Licensor. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

8.4 Securing by Licensee of insurance hereunder shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

8.5 Notwithstanding Sections 8.1 through 8.4, specifically to cover construction and/or demolition activities within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall first procure, at Licensor's current rate at time of request, Railroad Protective Liability (RPL) insurance from Licensor to cover the cost of adding this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction.

## 9. GRADE CROSSINGS; FLAGGING:

9.1 Nothing herein contained shall be construed to permit Licensee or Licensee's (sub)subcontractor(s) to move any vehicles or equipment over track(s) of Licensor, except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

9.2 If Licensor deems it advisable, during the construction of said Pipeline, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's property at the Crossing, and to keep persons, equipment and materials away from Licensor's track(s), Licensor shall have the right to do so, at the sole expense of Licensee, but Licensor shall not be liable for failure to do so.

9.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and existing labor agreements, Licensee may provide such flagmen, watchmen, inspectors or supervisors, during all times of construction, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.



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#### 10. LICENSOR'S COSTS:

10.1 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor.

10.2 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rates.

#### 11. DEFAULT, TERMINATION, REMOVAL:

11.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee shall fail or refuse to fully and completely perform any of said covenants or to remedy any breach within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of revoking this Agreement and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance.

11.2 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation or (c) conveyance and dedication of the Pipeline by Licensee to a public/governmental entity; provided, however, that (a) neither termination nor revocation of this Agreement shall affect Section 5.3 obligations, or any claims and liabilities which may have arisen or accrued hereunder and which at the time of termination or revocation have not been satisfied; neither party waiving any third party defenses or actions; and (b) Licensee's obligations under Articles 7 and 8 shall continue until the governmental assignee has executed Licensor's Form 2037-GA.

11.3 Within thirty (30) days after termination of term or revocation, and unless the Pipeline has been conveyed by Licensee to a public/governmental entity in accordance with Section 14.2, or unless the parties hereto agree otherwise, Licensee, at its sole risk and expense, shall: (a) remove Pipeline from the right-of-way of Licensor; (b) restore property of Licensor in a manner satisfactory to Licensor; and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

#### 12. NOTICE:

12.1 Licensee shall give Licensor's Division Engineer (Atlanta Division, 1590 Marietta Boulevard N.W., Atlanta, GA 30318-3699) at least five (5) days' written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer.

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12.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address above, c/o CSXT Contract Administration J180; or at such other address as either party may designate in writing to the other.

12.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon: (a) actual receipt, or (b) date of refusal of such delivery.

**13. LIENS, ENCUMBRANCES:**

13.1 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of Licensee's Pipeline in or on any portion of the Occupancy (collectively, "Liens or Encumbrances"), to be established or remain against the Occupancy or any portion thereof or any other Licensor property.

13.2 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Lien or Encumbrances has been filed or docketed against the Occupancy or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

**14. ASSIGNMENT:**

14.1 Except for conveyance or dedication of Pipeline to public/ governmental entity, as herein provided, Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein.

14.2 Licensee shall not assign this Agreement, or any rights hereunder, to any public/governmental entity unless and until such entity has executed, and Licensor has accepted, Licensor's Pipeline Crossing Agreement (CSXT Form 2037-GA) for the continued maintenance, use and/or removal of said Pipeline.

14.3 Subject to Sections, 2.2, 14.1 and 14.2, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

14.4 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may immediately revoke this Agreement, by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

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14.5 Licensee shall give Licensor notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of documents attesting to such change or legal succession, within thirty (30) days thereof.

14.6 In the event of sale or other conveyance by Licensor of its Right-of-Way, across, under or over, which the Crossing(s) is constructed, Licensor's conveyance shall be made subject to the right of Licensee to continue to occupy the Crossing on the specific segment of Right-of-Way, and to operate, maintain, repair, renew thereon and to remove therefrom the facilities of Licensee, subject to all other terms of this Agreement.

**15. GENERAL PROVISIONS:**

15.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

15.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

15.3 Neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

15.4 This Agreement is executed under current interpretation of applicable federal, state, county, municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) hereof shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

15.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline and Crossing are located.

15.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate  
(each of which shall constitute an original) as of the date and year first above written.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**THE EDWARDS FINANCIAL GROUP, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she  
has the authority to do so and to bind the Licensee  
to the terms and conditions of this Agreement.

Print/Type Name: \_\_\_\_\_

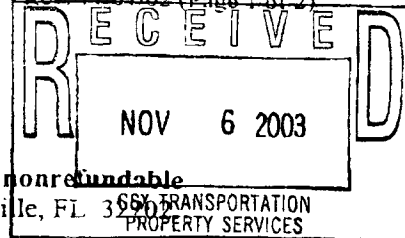
Print/Type Title: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Authority under Ordinance or  
Resolution No. \_\_\_\_\_,  
dated \_\_\_\_\_.



# APPLICATION FOR PIPELINE CROSSING OR PARALLELING PROPERTIES AND TRACK



Submit one original and one copy of both the application and drawing along with a \$650.00 **nonrefundable** Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications, the American Railway Engineering and Maintenance-of-Way Association (AREMA) and any current governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

## PLEASE SIGN BEFORE COMPLETING:

Agreement No.: CSX-046361

I affirm the information I am furnishing in this application will comply with the current AREMA Standards, governing laws or regulations, and accurately reflects the proposed construction plans:

Signature: [Signature]

Application Date: 10-7-03

<b>Project Owner Information:</b>		<input type="checkbox"/> Check here if agreement should be mailed to this address	
1. Complete Legal Name of applicant as it would appear in a legal document ( <b>inaccurate information will delay your request</b> ): <u>The Edwards Financial Group, INC.</u>			
2. Company Contact Name: <u>KEVIN EDWARDS</u>			
Title: <u>President</u>			
3. Telephone: <u>(678) 409-6970</u> Fax: <u>(770) 774-8085</u> E-Mail: <u>EDWARDSIMMS@AOL.COM</u>			
4. Street Address: <u>7200 BRADFORD WAY</u> City: <u>FAIRBURN</u> State: <u>GA</u> Zip: <u>30213</u>			
5. Type of business:			
<input checked="" type="checkbox"/> Corporation (State of incorporation <u>GEORGIA</u> )			
<input type="checkbox"/> Partnership (Type and State of Partnership _____)			
<input type="checkbox"/> Individual <input type="checkbox"/> Developer <input type="checkbox"/> Municipality <input type="checkbox"/> Other _____			

<b>Engineer/Consultant Information:</b>		<input type="checkbox"/> Check here if agreement should be mailed to this address	
6. Company Name: <u>Brock Design Group</u>			
7. Company Contact Name: <u>JEFF CARTER, P.E.</u> Title: <u>PROJECT MANAGER</u>			
8. Telephone: <u>(770) 962-4125</u> Fax: <u>(770) 962-4126</u> E-Mail: <u>JCARTER@BDGINK.NET</u>			
9. Street Address: <u>702 OLD PEACHTREE</u> City: <u>SUWANEE</u> State: <u>GA</u> Zip: <u>30024</u>			

<b>Project Information:</b>		(Note: Metric Information will <b>NOT</b> be accepted.)	
10. Is this installation: <input checked="" type="checkbox"/> New <input type="checkbox"/> Revision to existing <input type="checkbox"/> Attachment to existing <input type="checkbox"/> Upgrade to existing			
11. If not a new installation, furnish existing Agreement Number: _____			
12. If this installation is to be a supplement to your master (general) agreement, furnish:			
Agreement Number: _____		Date: _____	
13. Your Reference Number: _____			
14. Work to be performed by:			
<input type="checkbox"/> Applicant's employees <input type="checkbox"/> Is Applicant an Aegis member? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Contractor Contractor Name: <u>NOT KNOWN AT THIS TIME</u>			
15. Town Location: <u>BEN HILL (ATLANTA)</u> County: <u>FULTON</u> State/Province: <u>GA</u>			

(Form continued on Page 2)

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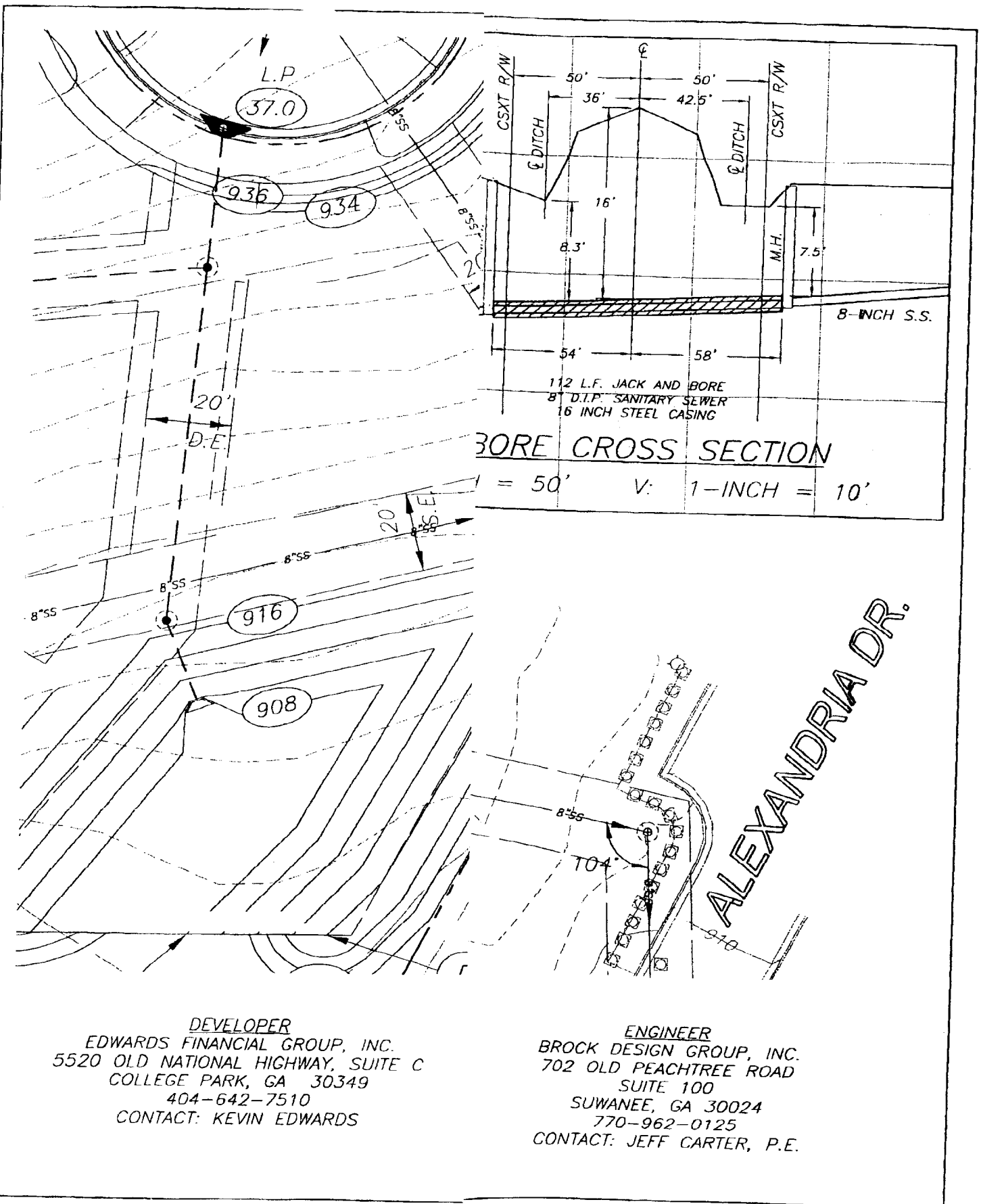
## Project Information Cont'd:

16. Product to be Conveyed: SANITARY SEWAGE Flammable: ☐ Yes ☒ No  
 Temperature: AMBIENT
17. Maximum Working Pressure: ATM Field Test Pressure: \_\_\_\_\_ Type Test: \_\_\_\_\_
18. Location of Shut-Off Valves: \_\_\_\_\_
19. Number: ☐ Manholes ☒ Other (describe) \_\_\_\_\_  
 to be located within Railroad corridor. **Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.**
20. Distance from manholes/other to nearest track: N/A
21. Angle of Crossing: 90 Number of Tracks to be crossed: \_\_\_\_\_
22. **PIPE SPECIFICATIONS:**
- |  | CARRIER PIPE:  | CASING PIPE:            |
|--|--|-------------------------|
| Material                               | <u>DUCTILE IRON</u>  | <u>STEEL, GCHO 40</u>   |
| Material Specifications & Grade        | <u>ASTM A 746</u>  | <u>ASA B 36.10-1959</u> |
| Minimum Yield Strength of Material PSI | <u>42000 PSI</u>   | <u>50,000 PSI</u>       |
| Inside Diameter                        | <u>8"</u>  | <u>15"</u>              |
| Wall Thickness                         | <u>0.25"</u>   | <u>0.5"</u>             |
| Outside Diameter                       | <u>9.05"</u>   | <u>16"</u>              |
| Type of Seam                           | <u>SEAMLESS (CAST)</u>   | <u>WELDED</u>           |
| Kind of Joints                         | <u>BELL AND SPIGOT</u>   | <u>WELD</u>             |
| Total Length Within Railroad R/W       | <u>100'</u>  | <u>100'</u>             |
| Tunneling (Liner Plates)               | <b>Note: Attach manufacturer's shop detail and computations that include plate thickness and gage.</b> |                         |
- Vents: Number 0 Size \_\_\_\_\_ Height above ground \_\_\_\_\_
- Seals: ☐ One End ☐ Both Ends
- Bury depth: Base of rail to top of casing: 16 feet 0 inches  
 Not beneath tracks: N/A feet \_\_\_\_\_ inches  
 (Below ditches) 7 feet, 6 inches
- Cathodic Protection: ☐ Yes ☐ No Protective Coating: ☐ Yes (Kind) \_\_\_\_\_ ☐ No
23. Method of installation: JACK AND BORE
24. Temporary track support or rapping required? ☐ Yes ☒ No (Describe and Detail on Drawing)
25. Wires, poles, obstructions to be relocated? ☐ Yes ☒ No (Describe and Detail on Drawing)
26. Is this both a Crossing and Parallelism? ☐ Yes ☒ No
27. Crossing location: 41 feet SOUTH (direction) from Railroad Milepost: 852  
 If known: Valuation Station: \_\_\_\_\_ Valuation Map Number: \_\_\_\_\_  
 If known: Latitude/Longitude: \_\_\_\_\_  
 If known: Street Address of Crossing/Parallelism: \_\_\_\_\_
28. Parallelism location: Beginning: \_\_\_\_\_ feet \_\_\_\_\_ (direction) from RR Milepost: \_\_\_\_\_  
 and Ending: \_\_\_\_\_ feet \_\_\_\_\_ (direction) from RR Milepost: \_\_\_\_\_
29. Total length on Railroad R/W: 100' Length Crossing: 100' Length Parallelism: 0
30. Will line be entirely within a public road R/W? ☐ Yes ☐ No DOT/AAR Crossing No.: \_\_\_\_\_  
 \*\* If you answered yes, road name, number, and width of public right-of-way are required on drawing
31. a) Will this occupancy connect to an existing facility within Railroad corridor? ☐ Yes ☐ No  
 b) If Yes, name facility owner(s): \_\_\_\_\_

## Railroad Use Only:

Division ATLANTA Subdivision ATLANTA TERMINAL No. of Crossings: 1  
 Absolute No.: 07186 Valuation Section/Map No.: V8/16  
 Valuation Station: 601+69  
 Milepost: ANB-851.99

Roadmaster No.: N17 Contr. Type: PISWX Fiber? NO



**AGREEMENT CHECKLIST**  
**Agreement Number: CSX-046361**

Please perform the following when executing the attached instrument:

X Sign the signature page in order to execute the agreement. One of the following should apply:

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. (Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.) If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

X The signature(s) must be WITNESSED by ONE (1) witness in the space(s) provided.

X NAME(S) and TITLE(S) of person(s) executing the agreement must be typed or printed in ink directly beneath signature(s).

X Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax Identification Number is required.

X Furnish Certificate of Insurance which states "**CSX Transportation, Inc. as additional insured,**" which is required under the INSURANCE Article, to Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Questions regarding the insurance requirements should be directed to CSXT's Mr. W. D. Tyler, Manager Risk Management (904) 633-5090.

X In returning the Agreement, please furnish the following fee(s) set out in the Article(s) described within the Agreement:

One-time License Fee (refer to FEE's Article)	\$4,000.00
Construction Risk Fee (refer to INSURANCE Article) <i>(During Insurance)</i>	\$750.00
<b>TOTAL DUE</b>	<b>\$4,750.00</b>





SHIRLEY CLARK FRANKLIN  
MAYOR

**CITY OF ATLANTA**  
**DEPARTMENT OF**  
**WATERSHED MANAGEMENT**  
**OFFICE OF POLICY, PLANNING, AND PROJECTS**  
SUITE 440B, CITY HALL - SOUTH, 68 MITCHELL ST., SW,  
ATLANTA, GEORGIA 30335-0325  
Telephone (404) 330-6249 FAX (404) 658-1995

JACK RAVAN, COMMISSIONER

August 21, 2003

Kenneth Lisenby, Manager Contract Administration  
CSX Transportation  
500 Water St., J-180  
Jacksonville, Fl. 32202-4420

Subject: Acceptance of Proposed Sanitary Sewer by City of Atlanta

Dear Mr. Lisenby,

We are writing this letter at the request of Mr. Ernie Oden, who has applied for a permit to construct an 8" sanitary sewer main under CSX railroad located in Land Lot 4 & 5, 14FF District, Atlanta, Georgia.

If the referenced sewer main is constructed in accordance with a building permit issued by the City of Atlanta, and in compliance with City of Atlanta standards, the City of Atlanta will accept dedication of the sewer main and the associated easements. The main will be become part of the City's sewer system and will be operated and maintained by the Department of Watershed Management.

If you need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Lowell Chambers".

Lowell Chambers, P.E.  
Director of Policy, Planning, and Projects

XC: Jack Ravan  
Rob Hunter

04-R-0771

(Do Not Write Above This Line)

A RESOLUTION  
BY: COUNCILMAN JIM MADDOX

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO THE APPROPRIATE CONTRACTUAL AGREEMENT WITH CSX TRANSPORTATION REGARDING THE CITY OF ATLANTA'S ACCEPTANCE FOR DEDICATION OF A CERTAIN 8" SANITARY SEWER MAIN AND ASSOCIATED EASEMENTS LOCATED UNDER A PORTION OF CSX TRANSPORTATION RAILROAD IN LAND LOTS 4 & 5, 14FF DISTRICT, ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☒ PERSONAL PAPER REFER

Date Referred 4/19/04  
Referred To: City Utilities  
Date Referred  
Referred To:  
Date Referred  
Referred To:  
Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

Committee	Committee
Date	Date
Chair	Chair
Action	Action
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
Refer To	Refer To
Committee	Committee
Date	Date
Chair	Chair
Action	Action
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
Refer To	Refer To

- FINAL COUNCIL ACTION
- ☐ 2nd
  - ☐ 1st & 2nd
  - ☐ 3rd
  - ☐ Consent
  - ☐ V Vote
  - ☐ RC Vote

CERTIFIED

MAYOR'S ACTION